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Attorney for Defendants,
Mitchell Clout and Koil Content Creation Pty Ltd.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

THAT ONE VIDEO ENTERTAINMENT,) Case No.: 2:23-CV-02687 SVW (JCx)
LLC, a California limited liability)
company)

Plaintiff

**DECLARATION OF MITCHELL
CLOUT IN OPPOSITION TO
MOTION TO QUASH**

vs.

KOIL CONTENT CREATION PTY
LTD., an Australian proprietary limited
company doing business as NOPIXEL;
MITCHELLE CLOUT,
an individual; and DOES 1-25, inclusive,

[Assigned to the Hon. Stephen V.
Wilson;
Ctvm 10A]

Defendant(s).

DECLARATION OF MITCHELL CLOUT

I, Mitchell Clout, am a citizen of Australia, over the age of eighteen, and have
personal knowledge of the facts stated herein, unless stated on information and belief,

1 and if called upon to testify to those facts I could and would competently do so as set
2 forth herein.

3 1. I am the owner and Director of Koil Content Creation Pty Ltd (Koil”), which
4 is a community of mod servers known as NoPixel, and which is a collection of
5 multiplayer mod servers that allow members of the private community to play the
6 game entitled Grand Theft Auto 5 with other community members in custom roleplay
7 scenarios.

8 2. In April 2020, Danny Tracey acquired an account on the NoPixel server. He
9 joined as an unpaid volunteer.

10 3. Between April 2020 and May 2021, Mr. Tracey voluntarily provided his
11 developer services to Koil.

12 4. In May 2021, I offered, and Mr. Tracey accepted my offer to have Koil pay
13 him \$10,000 per month for his services as a developer.

14 5. I am informed that TOVE is claiming that beginning in October 2021, they
15 employed Mr. Tracey and then entered into a loan-out agreement with Koil for Mr.
16 Tracey’s services. This is false.

17 6. My only agreement was with Mr. Tracey. At no time, ever, did I enter into
18 any agreement for TOVE to “loan out” the services of Mr. Tracey to Koil. At no time
19 was I ever informed by Mr. Tracey or TOVE or anyone else that he was performing
20 said work for TOVE or on TOVE’s behalf. I never even heard of TOVE until this
21 dispute began.

22 7. I would have had no need for TOVE to loan Mr. Tracey’s services to Koil.
23 Mr. Tracey had been working for Koil since April 2020 and paid since May 2021.


24 8. During the period that I paid Mr. Tracey there were no salary payments made
25 to TOVE, save for two \$5,000 invoices that Mr. Tracey submitted for payment that
26 had TOVE’s email on it. Mr. Tracey immediately informed me those invoices, which
27 I paid, were submitted in error; after which the payments were reversed, new invoices
28

submitted and were paid. All such payments, *without exception*, were made to *Mr. Tracey's personal PayPal account (D@nny.co)*.

9. The foregoing payments began in May 2021, when we started paying Mr. Tracey directly (via deposits to *his* personal PayPal account) totalling approximately \$10,000.00 per month. At no point did Mr. Tracey or TOVE ever inform me that Mr. Tracey began working for TOVE and that payments should be made to TOVE, rather than Mr. Tracey.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 20th day of August 2024 in Australia

By: 

Mitchell Clout